

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

Drummond Company, Inc. )  
)  
Plaintiff, )  
)  
v. )  
)  
Terrence Collingsworth and )  
Conrad & Scherer, LLP, )  
)  
Defendants. )

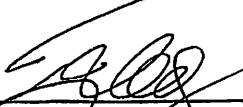
Case No. 1:13-mc-00690-JBW-JO

**STIPULATION WITHDRAWING MOTION TO COMPEL**

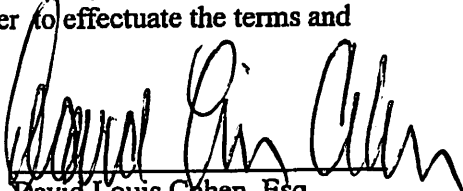
It is hereby stipulated and agreed by and between Drummond Company, Inc., ("Drummond") and Parker Waichman, LLP, ("PW"), that the pending Motion to Compel PW's compliance with the third party subpoenas dated August 13, 2013 and June 24, 2014, is hereby withdrawn, subject to the following:

- (1) With respect to the subpoena dated June 24, 2014, Drummond will provide a list of search terms to PW. PW will have an e-discovery vendor, International Litigation Services, search the seven email accounts in question at Drummond's expense. Drummond will pay for any and all additional costs and expenses of the e-discovery vendor that directly result from Drummond's search requests. Any issues regarding the scope of the search terms shall be submitted to Special Master T. Michael Brown ("Special Master") and Drummond agrees that PW will not be responsible for any costs of the Special Master in this regard.
- (2) PW agrees that, subject to any work-product privilege or attorney-client privilege, it will produce responsive documents to the subpoena dated June 24, 2014. As to any documents withheld based upon a claim of privilege, PW will provide a privilege log and copies of the documents to the Special Master for in camera review. Drummond agrees that PW will not be responsible for any costs of the Special Master in this regard.

- (3) With respect to the subpoena dated August 13, 2013, PW agrees that, on or before October 3, 2014, it will produce un-redacted copies of documents withheld based upon work-product or attorney-client privilege to the Special Master for in camera review. Drummond agrees that PW will not be responsible for any costs of the Special Master in this regard.
- (4) PW agrees that should it become necessary for Drummond to make a Motion to Compel with respect to the June 24, 2014 subpoena, or if there are any additional discovery disputes between the parties hereto, PW consents to that motion and/or additional discovery disputes being referred to the Special Master.
- (5) PW believes, that as a non-party, it is entitled to reimbursement for the reasonable costs and expenses of compliance. PW will first submit itemized statements to Drummond detailing these costs. PW and Drummond will then meet and confer to informally resolve the issue. If the amount of reimbursement can not be resolved by the parties, then any dispute as to the amount of reimbursement shall be referred to and resolved by the Special Master.
- (6) PW and Drummond agree to prepare and execute any additional stipulations or documents that the Court may require in order to effectuate the terms and conditions of this Stipulation.



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